

RETAINER AGREEMENT AND DISCLOSURE OF FEES

Retainer Agreement between Synergy Logistics, LLC

Client(s): and Richard Croak Attorney

Services to be Rendered

Our services will include consultation concerning bankruptcy, preparation of all pleadings necessary to commence the case, preparation of schedules (with your assistance), attendance at the §341 Meeting of the Creditors, and routine hearings for reaffirmations. No other services will be provided except for the payment of additional fees. Some services as noted below are inconsistent with the firms expertise and practice area and the general practice of bankruptcy law and will not be provided. All third party proceeding such as creditor suits within the bankruptcy which are referred to as adversary proceedings, mortgage modifications, Appeals of any kind, and general litigation within and without the bankruptcy will be billed as set forth below under the subsection designated fees.

ALL SERVICES WILL BE RENDERED BY THE FIRM OF RICHARD CROAK

Exclusion from Services

Our services will not include any other matters which may arise in the case, including, but not limited to, representing you in connection with objections to discharge, and complaints to determine dischargeability of debts. Our representation in any adversary (litigation) or motion will be billed at \$350.00 per hour. See attached list of services that are specifically exempted from this agreement and for which the Richard Croak and Associates NY will provide no representation.

Amendments to Schedules

Creditors who are not listed in the schedules may not be discharged at the conclusion of the bankruptcy case. It is your duty to provide a complete and accurate listing of all creditors. (Our firm will provide a form for this purpose) The Firm will rely upon this list and cannot conduct an independent investigation of the names and addresses of your creditors. A debtor has the right to amend his or her schedules at anytime up to the closing of the case. The Firm will prepare any amendments to the Schedules (i.e. to add, creditors, to add or change values of property, to change exemptions on property, etc.) at an additional charge of \$200.00 per amendment not per creditor which will include the normal filing fee required for the amendment.

Bankruptcy Case

When the bankruptcy petition is filed, an automatic stay will go into effect which prohibits all creditors from taking any action to collect their claims outside of the bankruptcy court. For example, creditors are not allowed to file suit against you, nor to foreclose upon or repossess any of your property. It is essential, of course, that our office be told of any threatened law suits, foreclosures, or repossessions, as well as all pending law suits or other actions so that we can make sure that the creditors and their attorneys are notified and the action stopped.

As we have discussed, I anticipate that the bankruptcy will discharge all, or nearly all, of your debts; However, some debts, such as child support, most taxes, and debts incurred through fraud and misrepresentations, may not be discharged. Likewise, if any obligations are secured by real property or personal property (such as a house or car), it will be necessary to pay these debts, or some portion of them in order to keep the property. In addition congress has made student loans non dischargeable except in very limited circumstances.

4(a) Sometimes creditors have taken judgments against you. If you own real property at the time your case is

filed you will not be required to pay these judgments, but they may impair your future ability to sell this property. It is essential that you bring any judgments to my attention at the time of the filing and again when you meet with the trustee. Fees for removing Judgement liens are billed hourly and always post petition.

Chapter 7 and Chapter 13

The parties acknowledge that the client and the attorney have discussed the various chapters of the bankruptcy code under which a petition can be filed that the client is aware of the benefits of chapter 13 and the liabilities of chapter 7 and has elected to file a petition after considering the various aspects. That the fee payable has been agreed to with the knowledge that under the chapter 13 procedures that a portion of the fee is payable from the plan payments by the trustee and will be in addition to the retainer agreed to. This additional amount that will be set forth in class one of the chapter 13 plan.

Miscellaneous

This agreement is the sole and exclusive agreement covering the Firm's representation. Any modification of this agreement must be in writing, signed by you and an attorney of the Firm.

It is understood that we do not guarantee the accomplishment of any result but agree to give our best efforts on your behalf.

As the matter of our representation included in this agreement involves bankruptcy, this agreement is subject to modification and/or review by the bankruptcy court.

In the event of any litigation concerning this agreement, the prevailing party shall be entitled to attorney's fees as a part of its damages.

Agreement to Terms and Conditions,

We trust that this agreement is not unduly complicated. From our experience, legal matters are complicated by nature. The purpose of this agreement is to set forth in clear language for the mutual benefit of the parties the essential terms and conditions of employment in writing, so that both parties have a full understanding. If any of the above is not clear, please advise the attorney before signing.

The Firm looks forward to working with you in the future. If this letter represents your understanding of fee and cost arrangements, please sign a copy of this agreement and return it to our office. Our representation of you does not begin until this agreement is signed by you and the agreed retainer paid to the Firm.

Fees

The bankruptcy reform act of 2005 requires that I set out for you an estimate of the fees. Some of these charges are payment for my services, but others are payments to the Court Clerk and various third parties that provide required services under the reform act.

Pre Bankruptcy Credit Counseling: \$50.00 per person

Post Bankruptcy Filing Counseling Session: \$50.00 per person

Credit reports: Need combined three agency reports less than 30 days old. estimated cost \$50.00 per person

Name search in County and State records for property and judgements:

\$150.00 per Name. (as of March 7, 2008 this will be a mandatory surcharge on each file to offset cost of electronic searches. This firm retains the right to subcontract this work to another entity.)

Tax Transcript are needed if you do not have your returns. They cost between \$15.00 and \$20.00 per year. Some agencies provide all the above at a combined rate that could be less expensive. We have been averaging an expense of about \$67.00 for four years of transcripts. This charge may go higher or lower depending on the circumstances.

Chapter 7 Filing Fee at Bankruptcy Court: \$306.00 per case

Chapter 13 Filing Fee at Bankruptcy Court: \$281.00 per case

Chapter 11 Filing Fee at Bankruptcy Court: \$1,213

The bankruptcy is billed on what is called a flat fee arrangement. That is the chapter 7 or 13 case is billed at a all inclusive rate. The fee is earned even if little work is done, but the converse is usually true that if additional time is required in your case you incur no extra charge.

Chapter 11 cases and Chapter 12 cases are billed on an hourly basis subject to Court approval.

All non bankruptcy work which includes bankruptcy adversaries, appeals, litigation of any kind, general legal representation, foreclosure and mortgage modification assistance will be billed at an hourly rate of \$350.00 and is in addition to the flat rate fee. So if you paid \$1,800 for the attorney to represent you in chapter 7 and then your ex spouse decides to challenge the right to your discharge there will be an extra fee. But no fee if you decided that you wish to make arrangements to pay your car or mortgage post petition.

NO OTHER ATTORNEY (EXCEPT REGULAR ASSOCIATES OF THIS FIRM) OR FIRM SHALL RECEIVE ANY PORTION OF ANY FEE FOR LEGAL SERVICES UNDER ANY FEE SLITTING OR FEE SHARING ARRANGEMENT. HOWEVER AS NOTED ABOVE THE REFORM ACT REQUIRES FEES BE PAID TO NON ATTORNEY AGENCIES THAT PROVIDE REQUIRED SERVICES. THESE MAY INVOLVE SERVICES THAT ARE NOT PROVIDED OR CONTROLLED BY THIS OFFICE AND FOR WHICH WE TAKE NO RESPONSIBILITY.

You may pay any portion of the legal fee you chose in advance, but any flat fee for the filing of a bankruptcy petition will not be due until the actual filing of the petition. Filing fees and expenses must be paid in advance of filing. However, you will be permitted to sign a separate installment plan agreement if you so request post petition for the flat portion of the attorney's fees which will not be earned or due until the actual filing of the petition. The payment set forth in the installment agreement will be deemed paid for the purpose of determining your bill. Chapter 13 cases as of January 1, 2008 have a mandatory \$500.00 retainer at time of filing. (This is in addition to the filing expenses estimated at \$500.00). To file a chapter 13 you will be asked for \$1,000.00 in advance. Additional fees as set forth in your chapter 13 plan will be paid from the amount you pay to the chapter 13 trustee. Any additional legal services rendered for you post petition whether bankruptcy or non bankruptcy in regard to a chapter 7, chapter 12 or chapter 13 bankruptcy case will be billed at the time rendered. The fee provided in the Chapter 13 or 12 plan does not include services not specifically set forth in this agreement of the

debtor's plan of reorganization. You will be asked to sign a letter to the trustee request that all refunds be sent to the attorney's office. Refunds will be applied first against the fees as agreed to herein

Interest Charges The parties agree that payments when due shall bear 12% annual interest after thirty days until paid in full. By signing this agreement the parties agree to the payment terms as set forth herein which will be paid by the client from future income. You also acknowledge having paid 15,000.00 against the total of 15,000.00

agreed to for the bankruptcy flat fee. In addition you agree to pay all additional charges as they arise. No Fee is payable until the actual work is complete. The signing of this agreement acknowledges that you received a copy of this agreement at your first consultation with this firm and agree to all the terms herein.

Not Included in the base fee is any Non Bankruptcy Legal Service, and in addition without limitation, the following services are not covered: (1) the cost of long distance telephone calls and the costs of delivery (other than postage); (2) fielding telephone calls and correspondence from Client's creditors prior to filing of case with Court; (3) searching title or lien records; (4) the prosecution or defense of Adversary Proceedings, (5) filing of a motion to request permission for Client to provide answers to written Interrogatories, in lieu of making a personal appearance at the First Meeting of Creditors, (6) actions necessary to redeem motor vehicles or other personal property, or (7) services necessary to resolve issues concerning: (a) concealment of debts or assets; (b) valuation of property; (c) misrepresentation of facts; (d) objections to exemptions; (e) non-appearances at Court or the First Meeting of Creditors; (f) recovery of property; (g) violation of or relief from the automatic stay; (h) dismissal of the case; (i) the right to a discharge in Bankruptcy or the dischargability of a particular debt; (j) conversion of the case to another Chapter; (k) purchase or sale of property; (l) incurrence of additional debt; (m) amendments to add additional creditors or correct (or update) the schedules; (n) negotiating or arranging for the retention, redemption, post-discharge release of collateral; (o) negotiating, drafting or finalization of reaffirmation agreements; (p) avoidance of judgment liens, (q) problems caused by the Client's failure to provide required documentation (r) acts or omissions in violation of the discharge injunction or (s) enforcement of non-bankruptcy laws including, without limitation, truth in lending, fair debt reporting or fair debt collections laws, (s) All criminal matters, and the Appeal of any bankruptcy or non bankruptcy matter.

ACKNOWLEDGMENT OF RECEIPT AND ACCEPTANCE OF TERMS

The undersigned acknowledges that attorney Richard Croak has given me a copy of this disclosure required by the Bankruptcy Code and has accepted the terms and conditions of this agreement.

Dated: 02/28/14

/s/



Synergy Logistics, LLC

/s/
